

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF TEMPE

NO. <u>5360</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>6-16-79</u>
<i>[Signature]</i> Secretary of State

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF TEMPE, hereinafter called "CITY",

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the CITY is empowered by ~~ARIZONA REVISED STATUTES SECTION~~ <sup>Section 103, Tempe City Charter</sup> ~~94572~~ to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY;

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the CITY. This work shall include, but not be limited to the operation and maintenance of traffic signals and/or intersection lighting at the following locations:

INTERGOVERNMENTAL AGREEMENT

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AND

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WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the CITY is empowered by ~~Arizona Revised Statutes Section 93-672~~ <sup>Section 103, Tempe City Charter</sup> to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY;

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the CITY. This work shall include, but not be limited to the operation and maintenance of traffic signals and/or intersection lighting at the following locations:

US 60 & Curry Road  
US 60 & 5th Street  
US 60 & 6th Street  
US 60 & University Drive  
US 60 & 10th Street  
US 60 & Mill Avenue  
US 60 & College Avenue  
US 60 & McAllister Avenue

US 60 & Rural Road  
US 60 & Terrace Road  
US 60 & McClintock Drive  
US 60 & Price Road  
T-69 & Price Road  
SR 143 & University Drive

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The CITY shall set aside sufficient funds and be responsible for, all electrical energy costs to operate the traffic signals and/or intersection lighting.

2. The CITY shall set aside sufficient funds and be responsible for all routine maintenance, and emergency maintenance, and operations of traffic signals and lighting.

3. The CITY shall keep detailed maintenance records and they shall be made available to the STATE if requested.

4. The STATE shall reimburse the CITY for unrecovered costs incurred in replacing knocked down equipment; the CITY shall submit a detailed itemization of unrecovered costs, by intersection, with its claim.

5. Any new installation or any betterment shall be based on a traffic engineering study, and the mutual involvements shall be negotiable.

6. The CITY shall pay for installation and monthly telephone charges for interconnect circuits when utilized.

7. While the STATE may furnish certain materials and apparatus, the CITY shall indemnify, save harmless, and defend the STATE, its officers and employees, from all suits, actions or claims of any character brought: because of any injuries or damage received or sustained by any person, persons or property on account of the operations of the CITY or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect

or misconduct of any employee of the CITY in accomplishing the work; or because of the use of STATE-furnished materials which may be determined by reasonable inspection upon receipt of said materials to be patently deficient and unacceptable.

8. This Agreement shall remain in force and effect until the work therein embraced has been completed in accordance with the terms of the Agreement or until earlier terminated by either the STATE or the CITY upon thirty (30) days' written notice of that intent, except, however, that the parties hereto shall retain any continuing obligations contemplated by this Agreement.

All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

9. It is understood that this Agreement will cancel and supersede any previous Agreements for installation, maintenance, and betterment of traffic signals and/or intersection lighting on those State Highways which traverse within the boundaries of the CITY.

10. It is understood that the list of intersections set forth in this Agreement may be added to, or have deletions made, by Letter Addendum Exhibit "C", with all other conditions set forth remaining in effect.

11. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

12. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

13. This Agreement shall be filed with the Secretary of State and shall become effective on the 28<sup>th</sup> day of June, 1979, but in no event prior to its being filed with the Secretary of State.

14. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the CITY is authorized under the law of this State to enter into this Agreement and that it is in proper form.

STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

By: [Signature]  
FOR Chief Deputy State Engineer  
Date: June 12, 1979

CITY OF TEMPE

BY: [Signature]  
Title: Mayor  
Date: May 15, 1979

ATTEST:

[Signature]  
City Clerk

EXHIBIT "A"

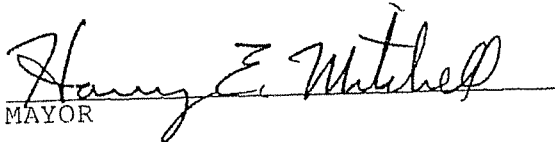
RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF TEMPE, MARICOPA COUNTY,  
ARIZONA, AUTHORIZING EXECUTION OF  
CERTAIN AGREEMENTS WITH THE ARIZONA  
DEPARTMENT OF TRANSPORTATION.

BE IT RESOLVED BY THE CITY COUNCIL  
OF THE CITY OF TEMPE, MARICOPA  
COUNTY, ARIZONA, AS FOLLOWS:

That the Mayor of the City of Tempe is hereby  
authorized and directed on behalf of the City of Tempe to  
execute a certain intergovernmental agreement between the  
State of Arizona and the City of Tempe relating to Highway  
Signal Operation and Maintenance, a true and correct copy  
of which agreement is attached hereto and made a part hereof  
by reference.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL  
OF THE CITY OF TEMPE, STATE OF ARIZONA this 10th day of  
May, 1979.

  
MAYOR

ATTEST:

  
City Clerk

EXHIBIT "B"

APPROVAL OF TEMPE CITY ATTORNEY

I hereby state that I have reviewed the proposed intergovernmental agreement, between the ARIZONA DEPARTMENT OF TRANSPORTATION, and the CITY OF TEMPE, and declare the agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the City, to enter into said agreement.

DATED this 15<sup>th</sup> day of May, 1979.

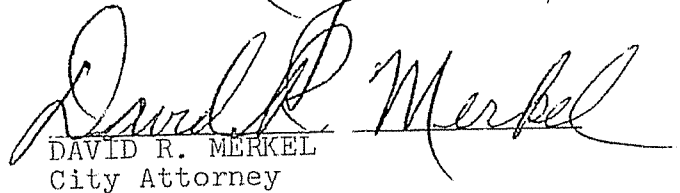
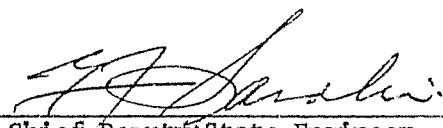
  
DAVID R. MERKEL  
City Attorney

EXHIBIT "C"

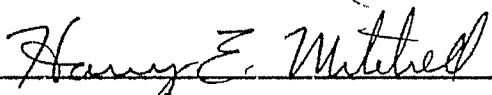
LETTER ADDENDUM

In accordance with paragraph 10 of the Agreement for the operation and maintenance of traffic signals and/or highway lighting between the STATE OF ARIZONA and the CITY OF TEMPE consummated on 6/28/79 it is agreed by both parties that the following intersection(s) be added to, or deleted from, the existing list of intersections to be operated and maintained as set forth in said Agreement.

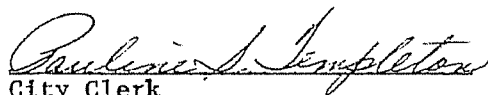
STATE OF ARIZONA  
THE ARIZONA DEPARTMENT OF TRANSPORTATION

By:   
FOR Chief Deputy State Engineer

CITY OF TEMPE

By:   
Title: Mayor

ATTEST:

  
City Clerk

Date Signed: May 15, 1979



- \* (3) Request to Authorize Abatement N-8531, Vacant Property Immediately East of 1009 W. Broadway Rd.  
Vice-Mayor Hermon moved that the City Council authorize abatement of the vacant property immediately east of 1009 West Broadway Road in accordance with Chapter 20 of the Tempe City Code; Councilman Ream seconded; roll call vote 6-0.
- \* (4) Authorization to Install Traffic Signals: a) Guadalupe Rd./Kyrene Rd.; b) Southern Ave./Roosevelt Dr.  
Vice-Mayor Hermon moved that the City Council authorize the Public Works Director to install traffic signals at the above referenced locations; Councilman Ream seconded; roll call vote 6-0.
- \* (5) Acceptance of Real Property  
Vice-Mayor Hermon moved that the Council accept those parcels recorded from November 1973 through March 1979 and authorize the Mayor and City Clerk to sign the "Acceptance of Real Property" form; Councilman Ream seconded; roll call vote 6-0.
- \* (6) Orig Liq Lic #16, Maximilian's Restaurant, Robert L. Healy, Agt., 825 S. 48th St.  
Mayor Mitchell announced the public hearing.  
Vice-Mayor Hermon moved that all procedural requirements have been met, that the City Council approve this application contingent upon final building code, fire code and county health department inspection and forward it to the State Liquor Board for final determination; Councilman Ream seconded; roll call vote 6-0.
- (7) Authorization to Hire Appraiser for Salt River Outfall Channel, Phase II  
Councilman Ream moved that the City Council authorize staff to hire Mr. Veldon Naylor for this project; Councilman Hatton seconded; roll call vote 6-0.
- (8) ADOT Intergovernmental Agreements: a) Highway Maintenance; b) Signal Maintenance  
Mr. Serenbetz spoke to this request.  
Councilman Ream moved that the Mayor be authorized to execute these agreements with the State; Councilman Phillips seconded; roll call vote 6-0.

EXHIBIT "C"  
LETTER ADDENDUM

In accordance with paragraph 10 of the Agreement A.G. No. 79-440, Secretary of State No. 5360 dated June 28, 1979, for the operation and maintenance of traffic signals and/or highway lighting between the STATE OF ARIZONA and the CITY OF TEMPE, it is agreed by both parties that the following intersections be added to the existing list of intersections to be operated and maintained as set forth in said Agreement.

- . US 60 at 4th Street
- . I-10 at Baseline Road
- . SR 360 at Mill Avenue
- . SR 360 at Rural Road
- . SR 360 at McClintock Drive
- . SR 360 at Price Road

STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

BY:

C. J. Ladd  
Chief Deputy State Engineer

DATE:

9/12/85

ATTEST:

Virginia Thompson  
City Clerk

Date: Sept. 4, 1985

CITY OF TEMPE

BY:

Harry E. Mitchell

TITLE:

Mayor

DATE:

September 4, 1985

EXHIBIT "C"  
LETTER ADDENDUM

In accordance with paragraph 10 of the Agreement A.G. No. 79-440, Secretary of State No. 5360 dated June 28, 1979, for the operation and maintenance of traffic signals and/or highway lighting between the STATE OF ARIZONA and the CITY OF TEMPE, it is agreed by both parties that the following intersections be added to the existing list of intersections to be operated and maintained as set forth in said Agreement.

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STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

BY:

\_\_\_\_\_  
Chief Deputy State Engineer

DATE:

\_\_\_\_\_  
CITY OF TEMPE

BY:

\_\_\_\_\_  
TITLE:

\_\_\_\_\_  
DATE:

ATTEST:

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_